

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Brown Lloyd James	2. Registration No. 5875
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3. Name of Foreign Principal

Yasuni-ITT Commission (via the UNDP)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Attached is the renewed written & signed contract.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

BLJ Worldwide will increase public awareness of the Yasuni-ITT Commission's initiative by developing and implementing a comprehensive public outreach campaign that may include media relations, networking, thought-leadership, and grass roots initiatives.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
November 06, 2012	Peter Brown, Chairman & CEO	/s/ Peter Brown eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



**Contract for Professional Consulting Services
between UNDP and Brown Lloyd James, USA**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single name.



Date: 3 October 2012

Dear Sir/Madam,

Ref.: Contract Number MPTE/UNDP/CPS/2012/001 for provision Public Outreach Strategy for Yasuní ITT Initiative in Ecuador.

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **Brown Lloyd James (BLJ) 250 West, 57 St, STE 1311, New York, NY 10107**, duly incorporated under the Laws of **United States of America** (hereinafter referred to as the "Contractor") for the provision of **Public Outreach Strategy for Yasuní ITT Initiative in Ecuador**, (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this Contract letter;
 - b) UNDP General Conditions for Professional Services, attached hereto as Annex I;

Two handwritten signatures in black ink. The signature on the left is a stylized 'B' or 'L' shape, and the signature on the right is a more complex, cursive-like mark.

the Terms of Reference as accepted in the proposal submitted by **Brown Lloyd James** in response to UNDP's email dated 16 July 2012) attached hereto as **Annex II**;

- c) Financial Proposal attached hereto as **Annex III**; and
- d) the Contractor's technical and financial proposals for provision of Public Outreach Strategy for Yasuni ITT Initiative in Ecuador not attached hereto but known to and in the possession of both parties.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>
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- | | |
|-------------------|---------------------------|
| • Peter Brown, | CEO |
| • Mike Holtzman, | President |
| • Marc Smrikarov, | Vice President |
| • Emily Kutner, | Media Director |
| • Katie Hill, | Associate Media Director |
| • Jorge Gallegos, | Account Manager- Americas |
| • Caleb Barnhart, | Account Executive |

2.3 Any changes in the above key personnel shall require prior written approval of **Bisrat Aklilu, Executive Coordinator, Multi-Partner Trust Fund Office, UNDP**.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

DATES	DELIVERABLES	%
15 DAYS AFTER SIGNATURE	Payment 1: 12% of the Contract amount payable upon submission of the detailed workplan (calendar of events of requested services, along with relevant documentation).	USD 28,950 12% of the contract amount
OCTOBER 15, 2012	Payment 2: 30% payable upon submission of a report on the first familiarization trip, 3 Special meetings, and the first 4 high level meetings.	USD 72375 30% of the contract amount
NOVEMBER 31, 2012	Payment 3: 30% payable upon submission of a report on the second familiarization trip, 3 Special Meetings, and 6 high level meetings.	USD 72375 30% of the contract amount
MARCH 31, 2013	Payment 4: 28% payable upon submission of a report on the results of 2 Special Meetings, and 5 high level meetings and the commitment of 3 new high-level Goodwill Ambassadors for the Yasuni-ITT Initiative. The End of Contract report shall be submitted at this time.	USD 67550 28% of the contract amount

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by e-mail and Courier to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.




3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed total contractual amount not to exceed USD 241,250 (Two hundred forty one thousand and two hundred fifty).

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 The Contractor shall submit invoices for the work done as per clause 2.5 above. Invoices shall indicate the deliverables achieved and corresponding amount payable.

3.5 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the deliverables and invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation is required.

4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. Security

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this

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contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Audits and Investigations

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

- 4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267listEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

- 4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

**Bisrat Aklilu,
Executive Coordinator,
Multi-Partner Trust Fund Office**

- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

NAME OF THE BANK	HSBC New York
ACCOUNT NUMBER	[REDACTED]
ADDRESS OF THE BANK	452 Fifth Avenue, New York, NY 10018

7. Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than 3 October 2012 and shall complete the Services within six months of such commencement.
- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

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[Handwritten signature]

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and Bisrat Aklilu, Executive Coordinator, Multi-Partner Trust Fund Office, UNDP.

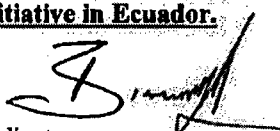
9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Contract Number MPTF/UNDP/CPS/2012/001 for provision Public Outreach Strategy for Yasuni ITT Initiative in Ecuador.

Bisrat Aklilu,
Executive Coordinator,
Multi-Partner Trust Fund Office,
Bureau of Management, UNDP



Telex: 1 212 906 6880	Fax: 1 212 906 6990	Cable:
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For the Contractor:

Name:	Brown Lloyd James
Address:	250 West, 57 St, STE 1311, New York, NY 10107
Telephone.:	+1 212 486 7070
Facsimile :	+1 212 486 7091

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

For Brown Lloyd James

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Agreed and Accepted:

Signature

Name:

Peter Brum

Title:

Chairman + CEO

Date:

10/19/12

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[Handwritten initials]